

# Tentative Agreement

June 11, 2019

The San Mateo-Foster City School District (SMFCSD) and San Mateo Elementary Teachers Association (SMETA), collectively the Parties, have completed their negotiations for the 2019-2022 successor Collective Bargaining Agreement.

The Parties have tentatively agreed on the following changes to the 2016-1019 Collective Bargaining Agreement, to become effective upon ratification by the Governing Board of the SMFCSD and the SMETA membership. See attached Articles:

## Article 5- Compensation

- The Parties previously settled salary for 2019-2020 at 2.5% increase over the 2018-19 salary schedule.
- Compensation for 2020-21 to be a 3% increase over the 2019-2020 salary schedule.
- Stipend for RSP/SDC increased to \$2500

Article 3 Employee Rights (4/25/19)

Article 4 Association Rights (3/5/19)

Article 6 Hours (5/14/19)

Article 7 Assignments, transfers and Filling of Vacancies

Article 8 Class Size

Article 11 Teacher Support Program (5/24/19)

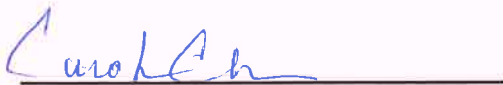
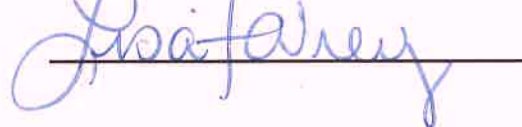
Article 12 Safety Conditions of Employment

Article 19 Term of Agreement

For SMFCSD



For SMETA



Date:

June 11, 2019

Date:

6/11/19



10:28 am

1:32 pm  
TA

San Mateo Elementary Teachers Association (SMETA)  
Proposal to  
San Mateo-Foster City School District (SMFCSD)

March 5, 2019

SMETA reserves the right to revise, amend, and/or withdraw proposals as the Association deems necessary during the course of negotiations. All forms and appendices shall be revised to reflect any new agreements.

*SUNSHINE STATEMENT:* Article 3: Employee Rights

- Eliminate language differentiating between year round and traditional calendars

**ARTICLE 3**

**EMPLOYEE RIGHTS**

**3.1 Right to Association Membership and Participation**

The District and the Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join or participate in employee organizational activities. The Association will not interfere with the right of employees to refrain from listening to or speaking with an Association representative.

**3.2 Right to Association Representation**

The District and the Association recognize the right of unit members to representation on all matters of employer-employee relations.

3.2.1 Any unit member may at any time present grievances to the District and have such grievances resolved without the representation of the Association, as long as

the resolution is reached prior to Level V of the grievance procedures (arbitration) and the resolution is consistent with the terms of this Agreement. The District shall not agree to a resolution of a formal level grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to respond within the time limits in Article 14.

3.2.2 Only the Association and the Board of Trustees or designee(s) may meet and negotiate on matters within the scope of representation.

3.2.3 Any contract between the District and any unit member shall be subject to and consistent with the terms of this Agreement.

### 3.3 Unit Member Responsibilities

No unit member shall be required to function in a management or supervisory capacity as those terms are defined in Government Code §3540.1. Such assignments shall be made only upon mutual agreement between the District and the unit member for emergencies of a short-term nature.

### 3.4 Student Teachers or Interns

Student teachers or interns shall not be assigned to unit members without the member's prior agreement. Once such an assignment has commenced it shall continue to its pre-established concluding date (usually end of year or end of semester) unless there is District approved reason for interrupting the assignment. Compensation that a master teacher may receive from the placing university for working with a student teacher or intern will be sent to the master teacher by the District at the conclusion of the student teaching period following the completion of the appropriate paperwork.

Prior to the end of the school year, bargaining unit members may indicate in writing to their site principal an interest in working with a student teacher the following school year. Such requests shall be considered.

### 3.5 Instructional Aides

A unit member will be invited to participate with the principal in the initial employment recommendation for a candidate to be a paid instructional aide (IA) in that unit member's classroom. Unit members will be consulted by the site administrator prior to the assignment of a currently employed or a new paid instructional aide to the unit member's classroom if there is more than one instructional aide in a given classification assigned to the school. Subsequently, the unit member shall be regularly involved by the site administrator in the evaluation of that instructional aide's performance. The site administrator is the prime evaluator of the instructional aide. When, in the judgment of the unit member that instructional aide's performance is less than satisfactory, or the placement appears to be inappropriate, the unit member shall inform both the instructional aide, and the unit member's immediate supervisor. The supervisor shall develop an assistance plan with the help of the unit member to improve the instructional aide's performance. Such assistance plan shall be developed within ten (10) days of notification to the administrator by the unit member that the instructional aide's performance was less than satisfactory or the placement was inappropriate. A copy of the assistance plan shall be given to the unit member.

### 3.6 Volunteer Aides

The need, selection, and/or assignment of volunteer aides shall be jointly determined by the unit member and unit member's immediate supervisor. All volunteer aides placed in a unit member's classroom shall have that unit member's and supervisors prior approval. When, in the judgment of the unit member that aide's performance is unsatisfactory, the unit member shall inform the aide and request assistance from the immediate supervisor in solving the problem.

### 3.7 Personnel Files

Access to unit member's personnel files shall be limited to the member, the member's representative with written authorization, the District's management personnel, and the Board in closed personnel meetings. A sign-up sheet shall be placed at the front of each personnel file. The sign-up sheet will include spaces for date, name, title and purpose for any review of that personnel file. "Review" is defined as examination of the personnel file for a personnel decision, and does not mean routine clerical operations. Nothing derogatory may be added to a unit member's personnel file without the unit member receiving a copy of the document and having the opportunity to have his/her written response included in his/her personnel file. The unit member's signature on the document does not indicate approval of the content, but rather that the statement has been read. Unit members shall have the right to have positive material about themselves placed in their personnel files.

3.7.1 Bargaining unit members shall retain access to their personnel files as provided by Education Code §44031. The personnel files shall include all

data/information entered into the computer. Access to the personnel data in the computer shall be limited to the Superintendent, Assistant Superintendent for Human Resources, secretarial staff employed in the Human Resources Department and the administrator-in-charge of the Information Management System (IMS) in the District.

### 3.8 Unit Member Privacy

Unit members' home addresses and/or telephone numbers shall not be released by the District or the Association for any commercial use. Unit members' unlisted private phone numbers shall not be released to any party without prior consent.

3.8.1 Unit members may determine whether their name, individual e-mail address, photograph, or personal biographical information is distributed by the District or school site via the Internet to students, parents and the public. Neither the District nor the school site will publish on the Internet such information without prior written authorization of the unit member.

### 3.9 Retention of Rights

Unit members shall retain all mandated rights of certificated school district employees provided by the law. This Agreement shall not be construed to eliminate, abridge, or modify any such mandated statutory right of certificated school district employees which is not expressly referred to in this Agreement. This provision shall not be construed to mean that such mandated rights are subject to the Grievance procedure, except as these rights are specifically incorporated elsewhere in this Agreement.

### 3.10 Policies

The District shall post selected District policies relevant to unit members in the performance of their duties on the District website. The policies will be selected in consultation with SMETA. A hard copy of these policies will be made available upon a bargaining unit member's request.

### 3.11 Opportunity to Substitute

~~Year-round and traditional year unit members shall, during non-work days, have the first opportunity to substitute with the District.~~

~~3.11.1 Unit members who substitute shall be paid the District substitute rate.~~

~~3.11.2 All unit members interested in substituting shall submit, in writing, a notification to the District Human Resources Department listing the dates they are available for substitution.~~



1:40pm

T.A.  
4/25/19

San Mateo Elementary Teachers Association (SMETA)  
Proposal to  
San Mateo-Foster City School District (SMFCSD)

April 25, 2019

**SMETA reserves the right to revise, amend, and/or withdraw proposals as the Association deems necessary during the course of negotiations. All forms and appendices shall be revised to reflect any new agreements.**

**SUNSHINE STATEMENT: Article 4 Association Rights**

Modify language around the collecting of union dues and membership

**ARTICLE 4**

**ASSOCIATION RIGHTS**

**4.1 Representation of Unit Members**

The Association shall have the right to represent unit members in their employment relations with the District and the right of access to unit members at their workplace during reasonable times.

4.1.1 All Association business will be conducted at times and places which will not interfere with school programs and/or duties of unit members. Association meetings will be regularly scheduled on Wednesdays at 4:00 p.m. The Association will provide the District with a calendar of scheduled Association meetings at the beginning of the year. The District will attempt to schedule its meetings on other days.

4.1.2 Prior approval shall be required for use of building meeting facilities and shall be secured under procedures established by the District for general public use.

#### 4.2 Use of District Property for Communication

The Association may use the school mail system ("pony") to send letters and bulletins to unit members. Materials circulated in this manner must be consistent with the provisions of this agreement and specifically comply with applicable Education Code provisions including §7054. All materials must contain the date of distribution and the identification of the organization.

4.2.1 The Association shall have a unit member bulletin board reserved for its exclusive use in each school or workstation wherein three or more members are employed.

4.2.1.1 All materials posted on said bulletin boards shall be identified as originating from the Association.

4.2.1.2 Posting of materials on bulletin boards must be consistent with the provisions of this agreement and must specifically comply with the California Education Code.

#### 4.3 Right to Consult

4.3.1 The Association shall have the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, and any other educational matters it deems appropriate.

4.3.2 The District shall have the right to consult with any employees or the Association on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, and any other educational

matters it deems appropriate.

#### 4.4 **Release Time**

4.4.1 Negotiations. The Association shall have the right to release time without loss of compensation for representatives when negotiating. Five (5) SMETA representatives shall be allowed reasonable release time at District expense for contract negotiations. The parties recognize that, upon mutual agreement, negotiations may take place on release time or other than release time.

4.4.2 Grievances. The Association shall be provided a total of ten (10) days in each school year without loss of compensation for Association business related to the processing of grievances. Any additional days shall be mutually agreed upon and the cost of substitutes paid by the Association. The Association shall request from the Human Resources Department for such release time to ensure availability of substitutes. At least twenty-four (24) hours prior to release from duties for grievance processing, the designated representative shall inform his/her immediate supervisor or designee in order that a substitute may be obtained.

4.4.3 Association Business. The Association and District recognize the need to provide release time for the Association President to conduct Association business. The Association shall continue to have the right to purchase reasonable release time at the cost of a substitute, provided the District is notified early enough to insure the availability of a substitute.

4.4.4 Association Officers and Negotiators. The Association shall continue to have the right to purchase reasonable release time for its officers and negotiators at the

cost of a substitute, provided the District is notified early enough to insure the availability of substitutes for the times requested.

4.4.5 Statewide or National Organization Officers. Association officers of statewide or national public employee organizations with which SMETA is affiliated shall be granted reasonable leaves of absence without loss of compensation, upon prior notification to serve as officers of such organizations, provided the Association reimburses the District for the employee's full compensation pursuant to Education Code 44987.

4.4.6 The Association shall annually provide a roster of Association elected SMETA officials and statewide or national officials by the end of the first week of the school year.

#### 4.5 List of Unit Members

The District shall make every effort to provide the Association with a listing of all members in the bargaining unit from the District Human Resources Department by October 1. This list shall include the names, mailing addresses, listed phone numbers and school assignments.

#### 4.6 Fair Share

4.6.1 Any unit member who has applied for membership in SMETA/CTA/NEA ~~may complete the appropriate forms is a member of the SMETA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues in the Association.~~ SMETA shall deliver to the District completed membership forms of members authorizing deduction of dues.

Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months., or SMETA members may make payable to the Association in one lump sum cash payment in the same manner as required <sup>full</sup> for the payment of membership dues. In the case that a member is hired after the start of the school year, dues will be prorated. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

ok  
TH  
as  
revised  
4/25/19

~~4.6.2 Any unit member, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association; or pay to the Association a fee in an amount equal to unified membership dues, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 4.6.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 4.6.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code §45061 and in the same manner as set forth in Section 4.6.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~4.6.3 Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee~~

organizations shall not be required to join or financially support SMETA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: United Way, American Heart Association, American Cancer Society and any similar charity approved by the Association. Such payment shall be made on or before October 1 of each school year.

4.6.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 4.6.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 4.6.1 and 4.6.2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.

4.6.5 With respect to all sums deducted by the District pursuant to Sections 4.6.1 and 4.6.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4.6.6 The Association agrees to furnish any information needed by the District to

fulfill the provisions of Section 4.6 of the Article. The Association further agrees to hold the District harmless from any action it takes to enforce this Agreement, if such action is later determined to be unlawful.

~~4.6.7 The Association shall continue to inform its fee payers of their right to request a rebate of that portion of the agency fee spent on activities unrelated to collective bargaining and employment conditions.~~





10:24  
a.m.

San Mateo-Foster City School District (SMFCSD)  
Counter Proposal to  
San Mateo Elementary Teachers Association (SMETA)

May 24, 2019

TA  
5/4/19

## Article 6 Hours

### 6.1 Work Day (Revised and Board approved 1/10/19)

Unit members other than psychologists shall be at their work site and be responsible for instruction/job assignment and other assigned duties for seven and one-quarter (7 1/4) consecutive hours per day. Psychologists shall be available for their duties for eight (8) hours per day.

6.1.1 Lunch Period. Unit members shall be entitled to a daily lunch period within the defined working day. At the middle school, the lunch period shall be 40 minutes or one period unless the site administrator, for good reason and after seeking the advice and counsel of the staff, elects to shorten it. At the TK-5 schools, a duty-free lunch period shall range from 40 50 to 60 minutes. Duty-free is defined as free from all duties and responsibilities connected with the instruction and supervision of students, including but not limited to walking students to and from lunch.

The District agrees to give each TK-5 school funds sufficient to provide a 60-minute duty-free lunch for bargaining unit members. Bargaining unit members at each site in consultation with the principal, may, by majority vote of bargaining unit members, decide to have less than a 60 minute lunch, but not less than 40 50 minutes, and use the extra lunch period funds provided by the District for school-related purposes.

During their lunch period, unit members shall not be regularly assigned to student supervision duties except as might be required due to inclement weather or unforeseen problems. Unit members who conduct parent conferences or are assigned to student supervision for any reason during their lunch period shall be free to leave the work site at normal student dismissal time or thirty (30) minutes prior to normal leaving time, whichever is later.

6.1.2 Personal Need Breaks. Unit members shall not be required to perform instructional or other duties for unreasonable periods of time without a break for personal needs. Should recess duty or rainy day schedule prohibit this break, provisions for a break will be provided. The plan of coverage shall be developed at a staff meeting in consultation with certificated personnel assigned to the school. In the middle schools, the student passing time between periods will satisfy this requirement. In TK-5 schools the sharing of student recess period supervision generally satisfies this requirement. The site administrator shall seek the advice and counsel of the site staff when scheduling recesses, with the intent of providing reasonable daily breaks for personal needs.

6.1.3 Middle School and Elementary Preparation Time. In the middle schools preparation time provision will be met by the practice of assigning teachers a teaching responsibility with one period less than the number of periods in the regular student day. All TK-5 schools, after consultation with the staff, shall establish a minimum of one hundred fifty (150) minutes per week during which teachers will not be assigned to direct instruction or supervision of students.

These provisions shall not limit site administrators from assigning unit members to supervision due to unanticipated problems during assigned planning time.

6.1.4. Instructional Minutes. The regular instructional day for teachers shall meet the following standards:

6.1.4.1 Teachers shall be responsible for daily instruction in grades 6-8 in a seven-period schedule for not less than 275 minutes, and for not less than 277 minutes in a six-period schedule.

6.1.4.2 Teachers shall be responsible for daily instruction in grades 4-5 for not less than 300 minutes.

6.1.4.3 Teachers shall be responsible for daily instruction in grades 1-3 for not less than 280 minutes.

6.1.4.4 Teachers in transitional kindergarten and kindergarten shall have primary responsibility for a regular single-session of 200 minutes, and may be assigned to assist in other classes, as allowed by law. In total, the kindergarten teachers shall not be required to provide more than 280 minutes of daily instruction. In developing transitional kindergarten or kindergarten staggered-day programs, daily instruction time for students must be 200 minutes as required by Education Code §46201.

Within the limits set forth in this section, the faculty and principal at each school shall mutually agree on the length of the instructional day for unit members. If there is no agreement between the faculty and the principal, the length of the teacher's instructional day shall be not more than the minimum times stated above.

6.1.4.5 School sites will use their best efforts to provide classroom teachers  
All shall be provided with at least 24 hours advance written notice of any new student  
joining their class. Exceptions may be made for homeless youth, foster youth or children  
of transferring military families when deemed necessary based on the recommendation

of District liaisons for such students. In the event that 24 hours' notice is not possible, the teacher will be paid on a time card up to 2 4-hours to prepare for the new student.

6.1.5 On days when unit members are scheduled to work and the students are not scheduled to be present, the workday shall be the same as in 6.1. On days of an emergency release of students or on minimum student days, the workday shall be the same as in 6.1. When night meetings are required of unit members, it shall be normal practice to release unit members when students are dismissed, or when students are dismissed on the following day, as decided by the site administrator, with input from the faculty, except when other normally assigned duties or unforeseen problems prevent it.

6.1.6 It is understood that when unit members are required to travel to another site on school business, they will be given 15 minutes travel in addition to their duty-free lunch period.

#### 6.1.7 Early Release Time

The purpose of the accrued early release time is to support unit members so they may acquire and implement effective instructional practices to improve student learning. All unit members will meet in grade level, cross grade level and/or departmental teams on one (1) early release day per month. The early release time will be used for professional development, collaboration, and/or grade level, cross grade level and/or departmental instructional planning as determined by the grade level, cross grade level and/or departmental teams, and/or professional commitments as defined by the unit member, with input from the site administrator. Dates for such meetings will be determined by the grade level, cross grade level and/or departmental teams and shared with the site administrator prior to the meeting.

## 6.2 Starting and Dismissal Times

6.2.1 Starting and dismissal times may vary from school to school or department to department. Management will consult with unit members prior to determination of or change in such times.

6.2.2 Parent-Teacher Conferences. It is the intention of the District to maintain the current practice of allowing principals to request up to ten (10) minimum days for the purpose of scheduling school-wide parent-teacher conferences. Minimum days shall be two hundred thirty (230) minutes for grades 1-2, and two hundred forty (240) for grades 3-8.

## 6.3 Other Duties

In addition to the work day as defined in 6.1, and in addition to Back-To-School Night, Open House, parent conferences and faculty meetings of reasonable frequency and length, unit members shall be available to render reasonable services related to teaching or assignment duties. Such service shall not exceed three (3) activities per unit member each year; however, service in activities beyond this limit may be performed on a voluntary basis at the sole discretion of the bargaining unit member. Service in activities beyond this limit shall be filled by volunteers only. Such assignments shall be distributed equitably among the school staff and shall be reasonable in frequency, length, and prescheduling. Up to two performances will count towards one of the three activities for Performing Arts teachers who have student performances outside their workday.

It is further understood that the District will make every reasonable effort to meet State and Federal mandates with a minimum of after-school assignments.

6.3.1 Such additional assignments shall not occur on days when unit members are

not otherwise on duty, unless unit members voluntarily agree.

6.3.2 It is understood that site administrators will make every reasonable effort to schedule evening meetings for not more than two (2) hours.

6.3.3 The District agrees to work with school site administrators in an effort to streamline the length and frequency of faculty meetings. A written faculty meeting agenda shall be provided to the site staff at least 24 hours prior to the scheduled start of the meeting. The agenda shall indicate the approximate length of the meeting and is intended to last no longer than one hour.

#### 6.4 Work Year

The maximum work year for teaching unit members, librarians, nurses, speech therapists and resource specialists, ~~whether on the regular or year-round calendar,~~ shall not exceed one hundred eighty-six (186) days. The maximum number of instructional days shall not exceed one hundred eighty (180) days.

6.4.1 Psychologists will work the teachers' work year plus twenty (20) days, [total two hundred six (206) days] and shall be paid pursuant to the schedule in Appendices A, B and C.

6.4.2 The work year for Specialists (under Section 5.12.1) and Counselors may exceed one hundred eighty-six (186) days. The Counselors will receive compensation for additional days as per Section 5.11.2 and Specialists as per Section 5.12.4.

6.4.3 Unit members new to the District may be required to serve two (2) days for orientation in-service in addition to the work year of one hundred eighty-six (186) days indicated in 6.4. The District may also require unit members new to the District up to three (3) more days for in-service with per diem compensation.

6.4.4 Unit members who agree to additional hours of assignment shall receive additional wages at the hourly rate as provided for in Sections 5.11.3 and 5.12.4.

6.4.5 Peer Assistance and Review joint panel members and consulting teachers who attend required workshops/trainings not held on a workday will be compensated at their per diem rate.

## 6.5 **Job Sharing**

TK-8 classroom teachers may be permitted to participate in job sharing at the election of the District subject to the following criteria:

6.5.1 All job-sharing arrangements shall require mutual written agreement between the District and the unit employees involved, and participation in such program shall be voluntary.

6.5.2 If two TK-8 classroom teachers wish to participate or continue in the job-sharing program, a written request must be received in the Human Resources Department by March 15 of the year preceding the school year in which the teachers wish to share the job. The District will respond to job share applications no later than June 1.

6.5.3 Full-time employees who accept a job-sharing assignment under the terms of Section 6.5 may request to return to full-time assignment for a subsequent contract year provided they notify the Human Resources Department no later than February 15 of their desire to return to full-time status. The District shall honor such request.

6.5.4 Fringe benefits for teachers on job sharing shall be on a pro-rata basis.

6.5.5 Unit employees in job-sharing assignments shall perform adjunct duties in equivalent proportion subject to the requirements of Section 6.5.1.

6.5.6 Job sharers will be expected to be on duty full time at the beginning of the

school year in order to meet with parents and coordinate and plan for the position. The number of days of full-time duty at the beginning of the year shall be specified in the job-sharing agreement as per Section 6.5.1.

6.5.7 In the event that one job share partner must be absent from work on an occasional day, and the other partner can substitute, the other partner will first make every effort to arrange for trading a day off with the absent partner. If such a trade is not possible, the substituting partner will be paid the short term substitute rate of pay. Trading days off will require notification to the site administrator. Substitute pay will require a call to the District's substitute call system.

#### 6.6 **Reduced Work Load Plan for 55 Years or Older**

The Reduced-Work-Load Plan for unit members who are fifty-five (55) years of age or older shall remain in effect as provided for in California Education Code §44922 (Reduction to part-time employment status).



10:44 am

San Mateo-Foster City School District (SMFCSD)

Counter Proposal to

San Mateo Elementary Teachers Association (SMETA)

May 10, 2019

Article 11

Teacher Support

May 24, 2019 TH  
SMETA confirmed  
11.9.3.2 25 percent

### 11.1 Teacher Support Program

The primary purpose of Peer Assistance and Review (PAR) is to provide support for the improvement of professional practice, retain promising teachers and build professional knowledge to improve student success. PAR is intended as a critical feedback mechanism that allows exemplary teachers to assist their peers in improving their subject matter knowledge or teaching strategies or both.

11.1.1 The San Mateo-Foster City School District and the San Mateo Elementary Teachers Association (SMETA) are committed to the goal of providing the highest quality education to all students. More than any other single factor, teachers influence what students learn and how well they learn. All teachers, must focus on continuous improvement in their professional practice. Therefore, both the District and the Association agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved professional development, peer assistance, and professional accountability.

11.1.2 Furthermore, this program enables the District to coordinate its employment policies and procedures with its activities for professional development, the Beginning Teacher Support and Assessment Program (BTSA) California Teacher Induction and the Performance Based Evaluation System for certificated employees.

### 1.1. 11.2 Definitions

11.2.1 "Teacher Support Program" is the term used to identify the umbrella for

the Professional Development Program, which includes ~~BTSA~~Induction and the Peer Assistance and Review Program (PAR). (See Appendix I)

11.2.2 "PAR" means the Peer Assistance and Review Program.

11.2.3 "PAR Panel" means the panel that serves as the governing body for the PAR program, and determines program guidelines that are consistent with this agreement.

11.2.4 "Consulting Teacher" means a permanent teacher who provides assistance to a Participating Teacher pursuant to the PAR Program consistent with this agreement.

11.2.5 "Participating Teacher" is a teacher who may either be a voluntary participant or a referred teacher.

11.2.6 "Voluntary Participating Teacher" means a ~~permanent~~ teacher who chooses to participate in the PAR Program and is seeking assistance and who is not in the Induction program.

11.2.7 "Referred Participating Teacher" means a teacher referred by the Principal to receive assistance as a result of an unsatisfactory final evaluation.

11.2.8 "Unsatisfactory Evaluation" means not meeting the California Standards for the Teaching Profession as defined in Article 9, section 9.2.12. Areas of need that do not constitute subject matter knowledge or teaching strategies shall not qualify a teacher to be referred to the PAR Program.

11.2.9 "Self-Referred Participating Teacher" means a teacher ~~permanent employee~~ who receives ~~two~~ one ratings of one (1) on the final evaluation and who self-refers to PAR or chooses to be re-evaluated the following year. (See Article 9.5.4)

### **11.3 The PAR Panel**

The PAR Panel serves as the governing body for the Peer Assistance and Review Program, and determines program guidelines and follows timelines that are consistent with the terms of the Collective Bargaining Agreement.

11.3.1 The PAR Panel consists of seven (7) members, the majority of which are four (4) teachers selected by the Association. District Administration shall have three (3) members selected by the Superintendent or designee. The Panel shall annually select a chairperson for the Panel. The Panel shall decide whether the chairperson should be from among teacher members or administrative members, or alternate the responsibility.

11.3.2 The PAR Panel will establish its meeting schedule. Meetings may take place during the regular workday, in which members of the Panel will be released from their regular duties. If, in carrying out their responsibilities as members of the Panel, teachers find it necessary to work beyond the regular workday or work year, they will be compensated for such additional work in accordance with this agreement. Minutes shall be kept for each meeting. Minutes shall be kept in the Education Services Department at the District Office.

#### **11.4 Responsibilities of the PAR Panel**

~~11.4.1 Identify resources and provide annual training for PAR Panel members.~~

11.4.2 Establish rules of procedure for the Panel.

11.4.3 Select Consulting Teachers.

~~11.4.4 Select trainers and/or training providers.~~

~~11.4.5 Provide a training program for Consulting Teachers and Site Administrators prior to participation in the program.~~

11.4.6 Establish Protocols for Consulting Teachers.

11.4.7 Notify, in writing, all participants in the PAR Program (Referred Participating Teacher, Consulting Teacher and Site Administrator).

11.4.8 Adopt Rules and Procedures for the PAR Program.

11.4.9 Distribute, annually, copies of the Adopted Rules and Procedures to all bargaining unit members and administrators.

11.4.10 Establish the application procedure for Consulting Teachers.

~~11.4.11 Administer the PAR Program budget.~~

-11.4.12 Review documentation submitted by the Consulting Teachers.

11.4.13 Make recommendations to the Governing Board of Trustees regarding Referred Participating Teachers' progress in the PAR Program.

11.4.14 Conduct an annual evaluation of the impact of the PAR Program and make recommendations to improve the program which might—may include recommendations regarding the effectiveness of a consulting teacher.

11.4.15 Develop the a format for the Consulting Teacher's Final Report.

11.4.16 Develop a timeline consistent with the Collective Bargaining Agreement.

11.4.17 Facilitate the match between Participating Teacher and Consulting Teacher.

11.4.18 Use forms that are mutually agreed upon by the District and Association.

#### **11.5 Annual Training**

The PAR Panel is responsible for providing annual training for the TSP Panel members and for providing training for Consulting Teachers prior to participation in the Teacher Support Program.

11.5.1 Annual Training for the PAR Panel may include: ~~Education Code §44500 et seq.~~ Team Building, Oral Communication Skills, Adult Learning Theory, ~~Budget Development~~ Due Process, Formative Assessment using the California Standards for the Teaching Profession, Observation Techniques, ~~and~~ Documentation and Report Writing, and review of the Collective Bargaining Agreement.

11.5.2 Annual Training for Consulting Teachers may include: ~~Education Code §44500 et seq.~~ Developmental Stages of Teachers, Characteristics of Consulting Teachers, Formal Case Study Presentations, Observation Techniques, Effective Communication Skills and Conferencing Strategies, Adult Learning Theory, Documentation and Report Writing, Developing a Supportive and Collegial Relationship, Mentoring and Coaching Skills, Formative Assessment using the California Standards for the Teaching Profession, Assessment Strategies, and Intervention Strategies.

11.5.3 Annual Training for Site Administrators may include: *Education Code §44500 et seq.*, Formative Assessment using the California Standards for the Teaching Profession, Working with Consulting Teachers, and Incorporating Evaluation with PAR.

#### **11.6 — Budget Development and Administration**

The PAR Panel is responsible for developing the annual budget for the Peer Assistance and Review Program and administering the budgetary dollars available to the program. A cap of 5% of PAR funds may be used for administrative expenses. PAR funds may be used for Peer Assistance Program activities that support Participating Teachers, Beginning Teacher Support and Assessment (BTSA), Professional Development, and any program that supports training and development of new teachers.

#### **11.8 11.6 PAR Report to the Board of Trustees**

In years when a referral teacher participates in PAR, The PAR Panel will make an annual written report to the Board of Trustees regarding the PAR Program's impact and any recommendations regarding Referred Participating Teachers. The report will include the names of the permanent teachers with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement.

#### **11.911.67 Annual Evaluation of The PAR Program**

The PAR Panel shall annually evaluate the impact of the Peer Assistance and Review Program in order to improve the program. The PAR Panel shall submit the evaluation and any recommendations for improvement to ~~the Board of Trustees and~~ SMETA and the Assistant Superintendent of Human Resources.

#### **11.1011.8 Consulting Teachers**

A Consulting Teacher is a teacher with permanent status who provides assistance to Participating Teachers in the PAR Program and ~~Beginning Teachers in the BTSA Program~~ candidates in the California Teacher Induction Program. The position of Consulting Teacher shall be a full time assignment with no classroom responsibility during the Consulting Teacher's term. In the event that there is a conflict of interest or

inappropriate match between the Consulting Teacher and the PAR Participating Teacher. The PAR Panel may is-empower to select an exemplary teacher to serve in lieu of Consulting Teachers.

#### 11.9.1 Application Process for Consulting Teachers

11.9.1.1 Application forms for the position of Consulting Teacher shall be available from the District and SMETA. The District and SMETA shall jointly notify all employees in the District that the PAR Panel is seeking applications for Consulting Teachers. Unit members shall submit an application form within the required timelines established by the PAR Panel for the application process. In addition to submitting a completed application form, each candidate is required to submit the following documents for consideration:

11.9.1.1.1 A reference from a site administrator or immediate supervisor

11.9.1.1.2 A reference from a colleague

11.9.1.2 Candidates meeting the qualifications will be selected by the Panel to participate in the interview process. The interview process will include the following:

11.9.1.2.1 A classroom observation of the candidate by members of the PAR Panel. The classroom observation shall be scheduled at a time to allow the candidate the opportunity to demonstrate his/her use of effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts. If a classroom observation is not possible due to the summer recess, an observation of the candidate interacting with an adult in a prepared scenario will be used in lieu of the classroom observation.

11.9.1.2.2 An oral interview

11.9.1.2.3 A written activity

#### 11.9.2 Qualifications for Consulting Teachers

11.9.2.1 A Consulting Teacher must be a permanent teacher and possess the following qualifications:

11.9.2.1.1 At least four (4) years of recent experience as a classroom teacher in the District

11.9.2.1.2 Demonstrated exemplary teaching ability

11.9.2.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of a diverse student population

11.9.2.1.4 Ability to effectively communicate orally and in writing.

11.9.2.1.5 Ability to work with adults

11.9.2.1.6 Demonstration of strong interpersonal skills

11.9.2.1.7 Ability to work within established timelines

11.9.2.1.8 Understanding of the Collective Bargaining Agreement

11.9.2.1.9 Ability to work cooperatively and effectively with colleagues

11.9.2.2 Consulting teachers shall be selected by a majority vote of the PAR Panel after candidates have completed the application process. All applications and references shall be treated with strict confidentiality. Candidates who are not accepted as Consulting Teachers shall be notified in writing.

### 11.9.3 Number of Consulting Teachers

11.9.3.1 The number of Consulting Teachers will be determined by budgetary constraints and the number of teachers participating in PAR.

11.9.3.2 The Consulting Teacher caseload maximum is 25 ~~20~~-participants.

11.9.3.3 Participants are weighted according to the ratio 2 to 1. Referred or Self-Referred participants are equal to two (2) Voluntary or BTSA-Induction participants.

11.9.3.4 Participants are assigned in the following order: Referred, Self-Referred, ~~and Remaining Participants divided as 10% then~~ Voluntary and ~~90%~~ BTSA Induction candidates.

#### 11.9.4 Responsibilities of Consulting Teachers

Consulting Teachers shall provide assistance to teachers Participating in the PAR Program, Referred, Self-Referred, Voluntary, and ~~Beginning Teachers participating in~~ BTSA California Teacher Induction. The Consulting Teacher shall provide assistance to a Participating Teacher in improving instructional performance.

11.9.4.1 Consulting Teacher's Responsibilities to Referred Participating Teacher:

11.9.4.1.1 Set and discuss improvement goals with the Participating Teacher

-11.9.4.1.2 Collaborate in the development of an Assistance Plan which includes mutually agreed upon performance goals and a process for determining successful completion of the assistance plan

-11.9.4.1.3 Conduct multiple observations of the Participating Teacher for the purpose of providing specific immediate feedback

11.9.4.1.4 Meet with the Referred Participating Teacher and the primary evaluator as defined in Article 9.2.5

-11.9.4.1.5 Demonstrate exemplary practice to the Participating Teacher

-11.9.4.1.6 Use District and other resources recommended by the Consulting Teacher to assist the Participating Teacher

-11.9.4.1.7 Monitor the progress of the Referred Participating Teacher maintain a written record, discuss the Participating Teacher's progress with him/her and share all written reports with the Participating Teacher

11.9.4.1.8 Document all observations, visitation, and meetings with the Referred Participating Teacher



11.9.4.1.9 Make status reports to the TSP Panel. 11.9.4.1.10 The Consulting Teacher shall submit a final report to the TSP Panel. Prior to submitting the report to the Panel, the Consulting Teacher shall share the report with the Participating Teacher to obtain his/her signature.

11.9.4.2 Consulting Teacher's Responsibilities to Self-referred and Voluntary Participating Teachers:

11.9.4.2.1 Set and discuss improvement goals with the Participating Teacher.

11.9.4.2.2 Conduct multiple observations of the Participating Teacher for the purpose of providing specific immediate feedback.

11.9.4.2.3 Demonstrate exemplary practice to the Participating Teacher.

11.9.4.2.4 Use District and other resources recommended by the Consulting Teacher to assist the Participating Teacher.

11.9.4.3 Consulting Teacher's Responsibilities to the Induction Candidate Beginning Teacher:

11.9.4.3.1 Provide assistance and coach teachers in the first or second year of the Induction profession

11.9.4.3.2 Maintain weekly contact with Beginning Teachers Induction Candidate.

11.9.4.3.3 Conduct formal observations for the purpose of providing immediate and specific feedback.

~~11.9.4.3.4 Attend seminars with Beginning Teachers to assist in the implementation of the Formative Assessment System, as defined by the BTSA program.~~

11.9.4.4 Term of Consulting Teachers

11.9.4.4.1 The term for a Consulting Teacher may be up to five (5) years.

11.9.4.4.2 Some initial terms may be shorter or longer to stagger positions.

11.9.4.4.3 A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher.

11.9.4.4.4 A Consulting Teacher must return to the classroom for at least one year before reapplying to become a Consulting Teacher.

## **11.10 Teacher Participation in PAR**

### **11.10.1 Voluntary Participating Teacher**

A Voluntary Participating Teacher is a ~~permanent~~ teacher with a clear credential who chooses to participate in the PAR Program because he/she would like to receive peer assistance in his or her area of subject matter/grade level knowledge or teaching strategies or both. The Consulting Teacher or PAR Panel designee will not play a role in the evaluation of the teaching performance of a Volunteer Teacher participant. The Consulting Teacher or PAR Panel designee will not maintain records of any assistance provided to the Volunteer Teacher participant. Participation in the PAR Program by the Voluntary Participating Teacher may be terminated at any time by the Voluntary Participating Teacher.

In the event that the Consulting Teacher does not have the subject matter expertise, or is not an appropriate match for the Participating Teacher, The Panel may designate an exemplary teacher to support this teacher. The designee will have the same criteria as the Consulting Teacher, but will be paid on an employment agreement at the hourly rate established in this agreement.

### **11.10.2 Referred Participating Teacher**

A Referred Participating Teacher is a teacher referred by the Principal to receive assistance as a result of an unsatisfactory final evaluation. The specific criteria that determine an unsatisfactory evaluation shall be mutually agreed upon in the collective bargaining agreement. Areas of need that do not constitute subject matter knowledge or teaching strategies shall not qualify a teacher to be referred to the PAR Program.

Since the Referred Participating Teacher will be working closely with the Consulting Teacher for a period of time, it is important that the Referred Teacher feel comfortable with the teacher providing assistance. The Referred Teacher may have input in selecting one or more Consulting Teachers to provide assistance.

It is essential that the due process rights of the Referred Teacher are protected at all times.

#### **11.11 Procedures for Providing PAR to a Referred Teacher**

11.11.1 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher's Principal, as reflected in the formal evaluation.

11.11.2 Performance goals shall be mutually agreed upon and in writing and aligned to the California Standards for the Teaching Profession.

11.11.3 The Consulting Teacher and the Principal shall work cooperatively to coordinate the assistance provided to the Referred Teacher. The Referred Teacher shall have the right to be present anytime the Consulting Teacher and the Principal meet regarding the Referred Teacher.

11.11.4 The Consulting Teacher and the Referred Teacher will meet to discuss and develop a plan for assistance, based on recommended areas of improvement outlined by the Principal. The assistance plan will define the types of assistance to be provided by the Consulting Teacher.

11.11.5 By December 1 of each year or after at least ten (10) weeks of assistance, the Consulting Teacher will complete a written report regarding the teacher's participation in the PAR Program. The report shall consist of a description of the assistance provided to the Referred Teacher and a description of the results/impact of the assistance in the targeted areas.

This report shall be called the interim PAR Report and shall be submitted to the PAR Panel for review with a copy also submitted to the Referred Teacher and the primary

evaluator.

11.11.6 Before April 1 of each year or after at least twenty (20) weeks of assistance, the Consulting Teacher shall prepare a final report for the PAR Panel to review with a copy also submitted to the Referred Teacher and the Principal.

11.11.7 The results of the teacher's participation in the PAR Program shall be made available as part of the Referred Teacher's annual evaluation. The evaluating Principal shall have the discretion as to whether, and how to use the results in the formal evaluation. The Consulting Teacher's report shall be made available to the District for placement in the Referred Teacher's personnel file if referenced by the Principal in the formal evaluation.

11.11.8 The Referred Teacher will continue participating in the PAR Program until the PAR Panel determines the teacher no longer benefits from participation in PAR, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Referred Teacher has been able to demonstrate satisfactory improvement.

#### **11.12 Protections from Liability**

The District agrees to indemnify and hold harmless the Association, any Association members on the PAR Panel, and Consulting Teachers from liability arising from their participation in the PAR Program, as provided in the Education Code Section 44503, and Government Code § 820.2. Functions performed pursuant to this program by bargaining unit employees shall not constitute either management or supervisory function. The Consulting Teacher shall be entitled to all rights of bargaining unit members.

San Mateo-Foster City School District (SMFCSD)  
Counter Proposal to  
San Mateo Elementary Teachers Association (SMETA)

JUNE 11, 2019

ARTICLE 5  
COMPENSATION AND BENEFITS

***The San Mateo-Foster City School District affirms its commitment to the goal of bringing San Mateo Elementary Teachers' Association bargaining unit salaries up to the top 10% of non-basic aid Districts in San Mateo County. The following compensation agreement represents the School District's and San Mateo Elementary Teachers' Association's best effort at this time to move toward this goal. The District will continue its efforts in the future to achieve this goal and its other adopted goals and objectives.***

**5.1 Compensation (Revised and Board approved 1/10/19)**

For 2019-2020, the 2018-19 salary schedule shall be increased by 2.5% funded from Measure V parcel tax revenue effective July 1, 2019. In the event Measure V, the parcel tax, is not approved by the voters in the November 2018 general election and certified pursuant to the official Certificate of Election Results, the 2.5% salary schedule increase will not go into effect. This agreement closes salary negotiations for 2019-20.

For 2020-2021 the regular certificated salary schedule (Appendix A) the school psychologist salary schedule (Appendix B) and the intern schedule (Appendix C) will be increased an additional 3% over the 2019-2020 salary schedules effective July 1, 2020.

5.1.1 As of the 2001-02 school year, employees in Column I are not required to obtain 30 units beyond a BA degree to qualify for Step increases.

5.1.1.1 Unit members placed on the BA+30 or less column who have less than 30 semester units beyond the BA degree shall remain at their current step placement until 30 or more semester units beyond the BA degree have been earned.

5.1.1.2 Once the unit member has earned 30 or more units beyond the BA degree, the unit member shall be advanced the number of steps necessary to equal the number of years of experience as provided in Article 5.7.

## **5.2**

### **5.3 Benefits**

5.3.1 The District will provide health benefits through approved CalPERS health plan options. The District's contribution to health care benefits for full time regular employees, is the cost of the lowest cost, employee only, HMO plan. The CalPERS health insurance program will be maintained unless there is mutual agreement to change. Part-time employees working at least 50% will receive district contribution toward health benefits prorated to their service. Employees working less than half-time will not be eligible for participation in the CalPERS health plan. The District shall offer employees who are working less than half time another health insurance option, which may be available through other employee groups, or individually through an available health insurance plan, if any.

5.3.2 The District will provide and pay for employee dental coverage. Participation in the dental insurance plan shall be mandatory. Every eligible unit member shall enroll in the District's employee dental insurance program. The existing dental insurance programs will be maintained unless there is mutual agreement to change. Part-time employees working at least 50% will receive the district contribution toward dental benefits prorated to their service.

5.3.3 The District will offer an optional vision plan which unit members may purchase.

5.3.4 The District will continue to provide its present liability insurance coverage

for unit members.

5.3.5 All insurance coverage referred to in this article shall be subject to carrier qualifications and requirements.

#### **5.4 Health Benefits**

5.4.1 The District agrees to contribute the minimum employer contribution rate required by SB 1464 per eligible unit member working more than 50% time for an approved PERS health plan option. This amount shall be the District's basic employee-only medical benefits contribution.

5.4.2 In addition, the District agrees to contribute a supplemental amount equal to the cost of the lowest cost HMO plan, employee only coverage, through CalPERS and for dental coverage less the minimum employer contribution rate as specified in 5.3.1 . This contribution will be made for each full-time unit member and a prorated amount for each part time employee with half time or greater assignment for dental and medical coverage. This supplemental amount will be paid retroactively to January 1, 2007. The District will assume the statutory increases in the minimum employer contribution rate required by SB 1464. Such increase will be subsumed into the employee only premium level of the lowest cost HMO.

5.4.3 Cash in Lieu of Benefits. The amount of cash in lieu of enrolling in district medical benefits will be capped at \$250 per month regardless of any increases in the District premium contribution to employees who participate in District provided medical plans, unless the parties agree to increase the cash in lieu amount. The District will first deduct the cost of the employee's monthly dental insurance premium from the monthly cash-in-lieu amount of \$250 and then provide the employee with the remaining amount.

5.4.4 Any excess premium after application of 5.3.1 and 5.3.2 shall be the sole responsibility of the unit member who shall authorize salary deduction of such costs as a condition of receipt of such benefit in accordance with the Internal Revenue Code Section 125 requirements.

## **5.5 Health Benefits for Retired Employees**

5.5.1 The ongoing amount of lifetime contribution to the retiree will be equal to and maintained at the CalPERS minimum employer contribution in effect in the year in which the unit member retires plus the supplemental amounts set forth in the collective bargaining agreement in effect in the year the unit member retires.

5.5.2 The District agrees to contribute the minimum employer contribution in Section 5.3.1 per eligible retiree, per month. If the District and SMETA agree to terminate participation in the CalPERS plan, the District shall have no further obligation for payment of the minimum employer contribution to PERS. If the CalPERS plan is not the medical insurance provider, the minimum CalPERS employer contribution will become available for retiree benefits.

5.5.3 In addition, the District shall reimburse the retiree a supplemental amount per month as follows: from retirement to age 65 the supplemental amount is \$184 per month, except for unit members with 30 or more years of District service, in which case the \$184 is increased by \$100 per month, for a total of \$284 per month, commencing at age 60 and ending on the unit member's 65th birthday. From age 65 and for life the supplemental amount is \$89 per month, except for unit members who retire with 30 or more years of District service, in which case the \$89 is increased by \$100 per month, for a total of \$189 per month. Any and all unit members hired on or after July 1, 2011, shall not be eligible for the lifetime supplemental monthly amounts (\$89 or \$189) as described in the preceding sentence.

5.5.3.1 To be eligible for the supplemental contribution amount the retired employee must meet the following conditions:

5.5.3.2 A unit member notifies the Assistant Superintendent of Human Resources in writing no later than April 1 that he/she will be retiring from the District effective the end of the school year. Unit members who notify the Assistant



Superintendent of Human Resources in writing on or before February 1 that he/she will be retiring from the District effective the end of the school year shall receive \$500.00.

5.5.3.3 The unit member must have reached a minimum age of at least fifty (50) years prior to retirement and be eligible for STRS/PERS.

5.5.3.4 The unit member hired prior to July 1, 2004 must have served the District for at least five years immediately prior to retirement. The vesting period to earn retiree health benefits will be 10 years for unit members hired on or after July 1, 2004. The vesting period to earn retiree health benefits will be 20 years for unit members hired on or after July 1, 2011.

5.5.3.5 The retired unit member must be retired under the provision of the STRS/PERS.

5.5.3.6 The retired unit member must have been enrolled in a health insurance plan while an active employee.

5.5.3.7 Up to the maximum amount specified in Section 5.4.2 and 5.4.3, the District shall pay for the health and dental benefits of the retired unit member, the unit member's spouse and qualified dependents, if any.

5.5.3.8 Coverage costs, which exceed the maximum amount specified in Section 5.4.1 shall be the responsibility of the retired unit member.

5.5.3.9 Should the cost of the District's payment for the retired unit member's (retiree's) health and dental benefit coverage be less than the minimum employer contribution as specified in Section 5.4.1, the difference between the cost of the retiree's benefits and the minimum employer contribution shall be available to reimburse the retiree for actual payments made for Medicare (or for other optional benefit programs such as vision or medical coverage which may be offered by the District, or received as cash back or a Tax Sheltered Annuity contribution).

5.5.3.10 The District's contribution to the retiree for the combined benefits described in Section 5.4.3.7 shall not exceed the minimum employer contribution, and shall be subject to the same limits, terms and conditions specified therein.

5.5.3.11 The District agrees to notify all eligible retired unit members of the above agreement, and make those adjustments requested by retired unit members within the limits specified in the above paragraphs.

5.5.4 The District shall reimburse retirees who retire with thirty (30) or more years with the District, which includes any accumulated sick leave, an additional \$100 per month commencing at age sixty (60) and up to the retiree's 65th birthday for a total of \$284 per month.

## **5.6 IRC 125 Plan**

The District agrees to maintain an Internal Revenue Code (IRC) 125 Plan whereby unit members can pay for out-of-pocket health insurance premiums, excess medical costs, child care, and elder care with pre-tax dollars consistent with carrier requirements. No fees or expenses shall be charged to unit members for implementation and operation of the IRC plan.

## **5.7 Initial Placement on Salary Schedule**

Academic work for initial placement on the salary schedule shall be evaluated by the Human Resources Department. Appropriate graduate level work beyond a Bachelor's degree will be accepted. The District will accept degrees and graduate level units only from higher education institutions accredited by the Western Association of Schools and Colleges (WASC) or equivalent accreditation agencies in other regions of the United States and other countries.

## **5.8 Credit for Master and Doctoral Degrees and Graduate Level Units**

Effective July 1, 2017, unit members who hold a Master's degree shall receive fifteen hundred (\$1500) in addition to their placement on the salary schedule. Unit members who hold a Doctoral degree shall receive fifteen hundred (\$1,500) in addition

to their placement on the salary schedule. Only one degree of each type will be recognized for salary purposes. Unit members must submit evidence of their degree by November first (1st) of each year to receive salary credit for their advanced degree(s) and/or units for added increments.

#### **5.9 Salary Credit for Academic Course-Work after Initial Placement**

To be eligible for salary credit for course units taken after initial placement on the salary schedule, the unit member shall submit the planned course of work to a course-work screening committee. Prior to enrollment in a course, the planned course work will be reviewed by a course-work-screening committee composed of two (2) unit members elected by the faculty, and the principal of the school. The committee will review the course requests once a month during the school year, and by unanimous vote, recommend approval of courses for salary credit to the Assistant Superintendent for Human Resources. Exceptions to prior approval may be granted on an individual basis by the Assistant Superintendent for Human Resources in consultation with the Assistant Superintendent for Educational Services.

5.9.1 The following criteria shall be used by the course-work-screening committee and the Assistant Superintendent for Human Resources to determine if the course will significantly improve the employee's potential contribution to the District:

5.9.1.1 Courses required by a college, or the California State Department of Education for a California credential

5.9.1.2 Upper division and graduate courses required by a college for a graduate degree provided the employee has been accepted as a candidate for a graduate degree and is enrolled in such a program

5.9.1.3 Upper division and graduate courses in/or related to a person's teaching field, or for preparation in an additional teaching area or field of study or field appropriate for the District

5.9.1.4 Lower division courses pertinent to District needs

#### **5.10 Prior Experience**

5.10.1 Year-for-year credit to a maximum of twelve (12) years shall be granted by the District for prior public school experience. This article shall not entitle any unit member to retroactive salary payment(s) for any years of service with the District prior to the 1987-88 school year.

5.10.2 Year-for-year credit to a maximum of twelve (12) years may be granted by the District for prior private or parochial school experience. This article shall not entitle any unit member to retroactive salary payment(s) for any years of service with the District prior to the 2018-2019 school year.

#### **5.11 Advancement on Salary Schedule.**

5.11.1 After initial placement on the salary schedule, unit members shall advance one step each year of service to Step 12.

5.11.2 One year experience credit requires a total of actual teaching days as a full time or at least fifty percent (50%) part time employee, plus accumulated sick leave days if unit member was on sick leave, for more than 75% of the total teaching days for the school year. For the purpose of this computation, sick leave days earned during the current school year will be included in the accumulated sick leave.

#### **5.12 Payment for Extended Service**

5.12.1 Unit members who are assigned an additional period of five (5) days beyond the regular work year shall receive payment of a sum equal to 4% of the amount indicated for Class IV, Step 12, of the certificated salary schedule currently in effect in addition to their annual salary. The daily salary for days less than a block of 5 days will be computed on a per diem rate. The per diem rate will be computed as follows: Annual salary on Step and Class placement on the salary schedule, plus advanced degree(s) credit, divided by 186 days (the regular contracted work year for teachers).

5.12.2 Counselors who are assigned an additional period of fifteen (15) days shall receive payment of a sum equal to 10% of the amount indicated for Class IV, Step 12 of

the Certificated Salary schedule currently in effect, in addition to their annual salary. Counselors shall be notified no later than April 1 if they are to be assigned the additional fifteen (15) day period. Counselors assigned to or working less than the fifteen (15) additional days shall be paid in accordance with Section 5.11.1.

5.12.3 Hourly Rate. The hourly rate of pay shall be \$45 per hour with the hourly rate applied to all supplemental hours worked.

5.12.3.1 Nurses, psychologists, and/or speech therapists who volunteer to work days on the year-round calendar that they would otherwise not regularly work shall be compensated as follows:

5.12.3.1.1 Nurses, psychologists, and/or speech therapists who volunteer to be at home and on call shall be compensated at the hourly rate specified above in Section 5.11.3 for each hour on call.

5.12.3.1.2 Nurses, psychologists, and/or speech therapists who are called to a school/site to deliver service shall be compensated at the hourly rate defined in section 15.16.2 (Summer School) for each hour they are at the school/site, but in no case less than two (2) hours.

### **5.13 Specialist Salary**

5.13.1 Positions will include but may not be limited to: Program Specialist in Special Education, Music, Preschool, Gifted and Talented, Family Life and full inclusion programs.

5.13.2 Work Day. All positions indicated in 5.12.1 will have a work day of 7-3/4 hours (30 minutes longer than the teacher's work day of 7-1/4 hours). This includes days worked beyond the teacher's work year. Lunch time, travel time and other duties are included as part of the 7-3/4 hour day.

5.13.3 Work Year. The District may contract with the Specialists indicated above for an extended work year, at the rate, as defined below. Such provision must be included in the individual contract of employment.

5.13.4 Salary. All Specialists shall receive a teacher's salary, as defined by Step and Class placement on the teacher's salary schedule, plus an additional time differential of 7% of salary or \$1500, whichever is higher. Advanced degree differential(s) will be added after the additional time differential. The rate for each block of five full days beyond the normal teacher work year of 186 days will be 4% of Step 12, Class IV, on the salary schedule. The daily salary for days less than a block of five days beyond 186 days will be computed at a per diem rate. The per diem rate will be computed as follows: Annual salary on Step and Class placement on the salary schedule, plus 7% of salary or \$1500, whichever is higher, plus advanced degree(s) credit, divided by 186 days.

#### **5.14 Mileage.**

Unit members who routinely drive their own automobiles to fulfill their professional duties (including but not limited to: psychologists, speech therapists, instructional coaches, traveling music teachers, technology teachers, resource specialists with caseloads in more than one school, and nurses) will have a choice between the monthly stipend of eighty dollars (\$80) per month or the IRS rate for actual miles driven. All other unit members will receive the IRS rate for actual miles driven. Under the rate-per-mile alternative plan, the employee shall be responsible for maintaining a log of miles to be claimed. An employee may not change from one reimbursement plan to the other during the school year. If a unit member, who is on an \$80 per month plan takes an automobile trip out of San Mateo County and it is over 100 miles round trip, the unit member will receive IRS rates for miles in excess of 100 for that trip.

#### **5.15 Teacher-in-Charge**

Effective July 1, 2017, teacher-in-charge at the elementary level shall receive a stipend of one thousand dollars (\$1,000) per year.

#### **5.16 Retirement Benefits**

5.16.1 The District and the Association have agreed to enter into a program whereby qualifying retirees may exchange substitute teacher service for continued District

medical insurance coverage only, as provided for herein. It is the intent of the District and the Association in entering into this program to provide an optional benefit for retiring employees in exchange for a strengthening of the existing substitute teacher service.

5.16.1.1 Eligibility for this option shall be limited to:

5.16.1.1.1 Unit members retiring under STRS/PERS within the term of this collective bargaining agreement

5.16.1.1.2 Unit members who have worked in the District at least the previous continuous five (5) years

5.16.1.1.3 Unit members who have enrolled under the CalPERS Medical Plan prior to the effective date of their retirement

5.16.1.1.4 Dependents include the retiree's spouse and unmarried children who qualify for benefits

5.16.1.1.5 Unit members who properly complete the application procedure and the substitute teacher commitment.

5.16.2 The medical benefits available to a retiree opting for this plan shall be the same as the medical coverage available to active employees subject to CalPERS conditions, plus a lump sum payment at the conclusion of the year of specified substitute service equal to two-hundred and fifty dollars (\$250).

5.16.3 The amount of the substitute service to be annually rendered by the retiree shall be computed as follows:

5.16.3.1 The annual District contribution level for medical insurance coverage for active employees shall be subtracted from the amount of the annual District contribution for medical insurance coverage that the retiree would have otherwise been entitled to.

5.16.3.2 The difference shall be divided by the per diem substitute teacher rate of pay, rounded to the nearest whole dollar; the result shall be the number of days of

annual substitute service to be rendered by the retiree under the terms and conditions of the agreement entered into by the retiree and the District.

5.16.3.3 A retired employee who fails to render the number of substitute teaching days shall be required to reimburse the District, at the per diem substitute teacher rate of pay, for the days of unfulfilled substitute service. Failure to render the service for any other reason than personal illness or genuine emergency in the retiree's immediate family, or failure to reimburse the District for unfulfilled substitute service shall automatically result in: cancellation of the retiree's medical insurance coverage option effective thirty (30) days after the failure(s) occurred; and forfeiture of any portion of the annual lump sum payment described in Section 5.15.3.2, above.

5.16.3.4 Upon submitting their letter of retirement the employee shall be provided with a copy of the program description. A current employee desiring to participate in this program shall notify the District in writing no later than August 15.

5.16.3.5 Prior to August 31 the employee and the District shall mutually enter into an agreement identifying the number and timing of days of substitution to be rendered, and other details that may be pertinent to the individual circumstances of the parties.

## **5.17 Miscellaneous Provisions**

5.17.1 The District will inform unit members of the conditions governing the use of grant money. Unit members upon request will be compensated at the hourly rate from the grant funds for time spent beyond the work day for the implementation of grants, unless there are restrictions in the grant which prohibit this practice.

5.17.2 Summer school teachers shall receive compensation at an hourly rate generated by multiplying 0.001 by the minimum teacher salary for the school year immediately prior to summer school. Lead teachers shall be assigned additional hours and will be paid at the hourly rate.

5.17.3 Elementary School Substitute. In the event that an elementary school



substitute is not available at an elementary school and the absent teacher's students are divided among other classrooms, teachers receiving these students will be compensated as follows: a teacher(s) who receive(s) one or more student(s) for more than 30 minutes in a day will receive the hourly rate per 5.11.3. This rate shall be divided by the number of teachers receiving the absent teacher's students. For each such occurrence, the receiving teacher will complete a supplemental pay form. The District will make payment for all such service twice each year, once in January and once in June.

**5.18 Stipends**

RSP/SDC: \$2500

National Board Certification \$1000

ASHA Certification (Speech/Language pathologist) \$1000

Certificated Bilingual Teachers \$1000

Title 1 School \$1000

Montessori Certification \$1000

5.18.1 Effective July 1, 2017, overnight at \$250 per night



San Mateo-Foster City School District (SMFCSD)  
Counter Proposal to  
San Mateo Elementary Teachers Association (SMETA)

June 11, 2019

## **ARTICLE 7**

### **ASSIGNMENT, TRANSFER & FILLING OF VACANCIES**

#### **7.1 Definitions**

7.1.1 "Assignment" means an intra-school placement which does not involve a change in basic job classification.

7.1.2 "Transfer" means an action which results in the inter-school movement of a unit member or movement from one basic job classification to another (e.g., teacher to librarian).

7.1.3 "Voluntary transfer" means a transfer that is initiated by the unit member and is agreeable to both parties.

7.1.4 "Involuntary transfer" means a transfer that is initiated by the District in the best interest of the District.

#### **7.2 Assignments**

7.2.1 At initial employment and for subsequent assignments, unit members shall be assigned based on the needs and the best interests of the school district, and in consideration of the specific qualifications of the unit member. When need requires a combination class assignment, such assignments should be made equitably.

7.2.2 Assignments within a school are the responsibility of the site administrator

(Principal). Requests for change in assignment shall be made directly to the Principal. The Principal shall discuss possible changes in assignment at a general faculty meeting prior to the close of the school year preceding the change.

7.2.3 Assignments shall be made by June 1 or two weeks prior to the last working day of the school calendar, whichever is later. In the event a unit member does not receive assignment by June 1 or two weeks prior to the last working day of the school calendar, whichever is later, the unit member is entitled to release time for up to four (4) days during the first forty-five (45) days of the beginning of the school year for the purpose of preparing for the new assignment. Changes in assignment shall not be made arbitrarily or capriciously.

7.2.3.1 The District shall provide a written job description for all Teachers on Special assignment (TOSA), including their job responsibilities and expectations prior to their date of recommitment and/or assignment.

~~7.2.3.2 The District shall provide a written job description for all Deans including their job responsibilities and expectations prior to their date of recommitment and/or assignment.~~

7.2.3.3 The District shall provide a written job description for all Counselors including their job responsibilities and expectations prior to their date of recommitment and/or assignment.

7.2.4 A unit member who is reassigned after the start of the school year is entitled to four (4) days of release time for the purpose of preparing for the new assignment. This release time shall occur during the first forty-five (45) days of the new assignment. In lieu of release time, unit members may elect to prepare for the new assignment during non-school hours and be compensated at the hourly rate as provided for in Article 5.11.3 for up to thirty (30) hours.

7.2.5 Unit members who are required to move to another classroom due to a non-facilities related event in the school are entitled to one work day of release time during the first ten (10) days of moving to the new classroom. District will notify a non-classroom teaching

unit member at least ten (10) days in advance if the unit member's office is to be moved during the period when the unit member is not on duty. Non-classroom teaching unit members are also entitled to one work day of release time.

7.2.6 If it is necessary to change the assignment of a unit member after commencement of the work year, it shall be standard practice for the Principal to discuss the need for the change and ask for volunteers in a general faculty meeting. The Principal will make the final decision as to which member will be reassigned, taking volunteers into consideration.

7.2.7 Unit members who are required to move classrooms due to facilities related events[RH1] will receive \$350 for each one way move; and will be allowed to leave the school campus after the end of the teaching day on two minimum days. Early release for the minimum days must be with prior approval of the Principal. If the school does not have a minimum day, the teacher will be released for an equivalent number of hours as the teacher on a minimum day.

7.2.8 The District shall make every effort to reassign a Teacher on Special Assignment (TOSA) or a Consulting Teacher (CT) to the school and assignment that they left when they assumed their duties as a TOSA or a CT.

### **7.3 Seniority System**

The seniority system, as defined by law, will be utilized in the event that reduction in staff becomes necessary. District-wide seniority lists shall be posted annually by March 1 of each year.

### **7.4 Transfers**

Transfers may be initiated by the unit member or the Principal/District administrator. Transfers shall not be made arbitrarily or capriciously.

### **7.5 Involuntary Transfers**

7.5.1 Unit members may be involuntarily transferred due to shifts in student enrollment, program changes, or unforeseen circumstances.

7.5.1.1 If it is necessary to transfer staff after commencement of the work year, the Principal will discuss the need for the transfer and ask for volunteers in a general faculty meeting. The District will make the decision as to which unit member will to be transferred, taking volunteers into consideration.

7.5.1.2 In the event of an involuntary transfer during the school year of a unit member to a position of lesser salary, such as counselor or specialist to teacher, the unit member shall receive the same salary for the year as their original assignment.

7.5.1.3 Unit members to be involuntarily transferred due to shifts in student enrollment shall have the right to indicate preferences from a list of vacancies and the employer shall consider such requests on the basis of District-wide needs. When, in the judgment of the District, staffing needs can be met equally well by two or more unit members who are subject to involuntary transfer due to shifts in student population, the member with greater seniority within the District shall have preferential choice of the assignments to be filled.

7.5.1.4 A unit member who must be involuntarily transferred due to shifts in student enrollment shall have preference for vacancies over voluntary transfer requests and/or other involuntary transfers. A vacancy is a position not currently held by a probationary or permanent employee. The exercise of this right of preference shall not require the transfer of unit members after school is in session, nor the transfer of a unit member to a position for which, in the judgment of the District, he/she is not well-qualified. The District has no obligation to notify unit members, except as otherwise provided in this agreement for the posting of vacancies.

Unit members may be involuntarily transferred for reasons other than shifts in student enrollment, program changes, or unforeseen circumstances.

When, in the judgment of the Principal, unresolved matters involving a unit member persist, the Principal shall conference with the unit member and forewarn him/her that an involuntary transfer may be necessary.

7.5.1.5 If, after a conferencing with the unit member, the Principal or immediate supervisor believes it is in the best interest of the school or department that the unit member be involuntarily transferred, he/she shall submit a written request to the Assistant Superintendent for Human Resources. The written request shall state the reasons for the transfer. A copy of the written request shall also be provided to the unit member.

7.5.1.6 The Assistant Superintendent shall give a written notice of involuntary transfer, stating the reasons for the transfer, to the unit member no later than twenty (20) work days prior to the effective date of the transfer.

Unit members who are transferred after the start of the school year shall be eligible to take up to four (4) days of release time for the purpose of preparing for the new assignment. This release time shall occur during the first thirty (30) days of the new assignment. In lieu of this release time, unit members may elect to prepare for this change during non-school hours and to be compensated at the hourly rate as provided for in Article 5.11.3 for up to thirty (30) hours.

Transfers will be made June 1 or two weeks prior to the last working day of the school calendar, whichever is later. In the event a unit member receives a transfer after June 1 or after two weeks prior to the last working day of the school calendar, he/she may request up to four (4) days of release time for preparation. This release time shall occur during the first forty-five (45) days of the new assignment. In lieu of this release time, unit members may elect to prepare for this change during non-school hours and will be compensated at the hourly rate as provided for in Article 5.11.3 for up to thirty (30) hours.

No unit member shall be involuntarily transferred in more than two successive years.

## **7.6 Voluntary Transfers**

7.6.1 No later than January 15 of each year, the Assistant Superintendent for Human Resources shall publish a reminder notice requesting unit members to inform the Human Resources Department or the immediate supervisor they are interested in a voluntary

transfer on the appropriate District form. Responses will be received and held in confidence in the Human Resources Department. Such reminder notice shall indicate positions which may be available for the following school year due to continued implementation of the state-funded class-size-reduction program and/or increases in enrollment.

7.6.2 Vacant positions will be announced and posted in a District publication and on the District's website throughout the calendar year. Between June 15 and August 15, the posting time will be a minimum of ten (10) calendar days prior to the filling of the vacancy. The District shall provide vacancy announcements and postings to the Association on a regular basis throughout the calendar year.

7.6.3 A unit member requesting a voluntary transfer shall make his/her interest known to the Human Resources Department or the immediate supervisor by submitting a Request for Transfer form by February 1. A unit member may request a transfer after February 1, however, first consideration will be given to those who request transfers by February 1.

7.6.4 The Assistant Superintendent for Human Resources or designee shall confer with the unit member regarding his/her request and schedule a conference between a site administrator or designee and unit member about the requested vacant position(s).

The Human Resources Department shall promptly notify unit members whether their request for voluntary transfer has been approved. All applicants shall be informed in writing of the status of their voluntary transfer request no later than June 30. Written reasons for denial of a voluntary transfer shall be given if requested.

## **7.7 Job Exchange**

7.7.1 Intra-District. The District will consider requests from unit members with the proper credentials for exchange assignments between schools for a period of one year. The unit employees participating in this exchange shall be returned to their previous school without loss of seniority after one year.

7.7.2 Inter-District. The District will consider requests from unit members with the proper



credentials for exchange assignments between Districts for a period of one year. The unit member participating in this exchange shall be returned to his/her previous school without loss of seniority, unless the unit member would have been moved anyway.

#### **7.8 Retraining**

When there is a change in assignment or a transfer, and specific college courses or training workshops are recommended by the District, and the unit member agrees to take the course or workshop, the District shall bear the cost of the tuition or training. Unit credit for college courses shall be counted for increments on the salary schedule.

#### **7.9 Release Time Option**

Should more than one sub-article related to release time under 7.2.3, 7.2.4, 7.2.5 or 7.5.4 apply to a single unit member simultaneously, the unit member shall qualify for release time under the sub-article which provides for the greatest amount of release time, but shall not qualify for cumulative release time under more than one sub-article.

#### **7.10 TK/K-8 School Sites**

7.10 Unit members whose current site is converted to a TK/K-8 site may apply for a voluntary transfer. A unit member who requests voluntary transfer due to a conversion into a TK/K-8 school shall have preference for vacancies over voluntary transfer requests.

San Mateo-Foster City School District (SMFCSD)  
Proposal to  
San Mateo Elementary Teachers Association (SMETA)

June 11, 2019

**ARTICLE 8  
CLASS SIZE**

**8. Measure B Class Size**

8.1.1 The District shall staff schools utilizing the following ratios derived from Measure B (1991), which provides funds, in part, to reduce class size as follows:

K-2 classes 25:1

3-8 classes 27:1

For grade 2/3 combination (split grade level) classes, the ratio which applies to grade 2 shall apply.

8.1.2 These ratios are understood to be the District ratios between the total number of students enrolled and the total number of teachers with regular classroom teaching responsibilities. These ratios shall be maintained subject to the following provisions:

8.1.2.1 Schools with at least twenty-seven (27) excess students will receive one additional teacher at any time of the school year up to March 1, if classroom facilities are available. If no classroom facilities are available other relief measures will be provided.

8.1.2.2 If no school is impacted under 8.1.2.1, the District is relieved from new hiring as long as the District-wide ratio is not exceeded by fifty-one (51) students.

8.1.3 These ratios may be altered only by mutual agreement in the event Measure B funds become inadequate, or the termination of Measure B funding.

8.1.4 Should a School Site Council and faculty decide to restructure the school program

in such a way as to involve the Resource Specialist (RSP) teacher in general education instruction, the RSP teacher at that school shall be given the opportunity to transfer to another school that has no such restructuring. If no such transfer is available or possible, the RSP teacher shall remain at that school, and shall not be required to provide instruction to general education students.

## **8.2. Middle School Student Contacts**

8.2.1 The middle school student contact average will be 175 calculated as an individual school site average (excluding the Special Day Class teachers, Resource Specialist, Physical Education teachers, and Music teachers at the site) with 185 as the individual teacher maximum student contacts.

8.2.2 The maximum daily student contact for a full time unit member with six (6) separate teaching periods shall be 185 except for Physical Education and Music which shall be 240.

8.2.3 The daily student contact maximum for part time unit members shall be a prorated amount.

8.2.4 With the specific written consent of the unit member for each additional student, the 185 maximum may be exceeded.

8.2.5 The provision of this section shall be subject to the condition stated in section

8.2.6 Students in core classes will be counted in each period of the core class (for example, a student in a two period core class will be counted twice). Further, a student assigned to a teacher as a student classroom aide or as a peer helper will be counted as a teacher contact.

### **8.3. Exceptions to Maximum Middle Student Contact Hours**

8.3.1 Alternative schedule means, but is not limited to, A-B or Block scheduling.

8.3.2 With the specific written consent of the unit member teaching Technology or Electives, the 185 maximum student contacts may be exceeded, but not to exceed 5 additional student contacts. The District will provide one (1) day of release time to prepare report cards at the end of each grading period to a full time Technology or Electives teacher whose student contact numbers are greater than 185 students per grading period. These teachers may opt to take the one day of release time in two ½ day increments.

8.3.3 With the specific written consent of the unit member teaching Physical Education, the 240 maximum student contacts may be exceeded, but not to exceed 10 additional student contacts. The District will provide one (1) day of release time to prepare report cards at the end of each grading period to a full time Physical Education teacher whose student contact numbers are greater than 240 students per grading period. These teachers may opt to take the one day of release time in two ½ day increments.

8.3.4 With the specific written consent of the unit member teaching Music, the 240 maximum student contacts may be exceeded, but not to exceed 10 additional students. The District will provide assistance to full time Music teachers whose student contact numbers are greater than 240 students per grading period. The following options for assistance may be agreed to between the teacher and Principal:

8.3.4.1 A Music classroom Instructional Aide to support the teacher up to two hours per day.

8.3.4.2 One (1) day of release time per grading period, which may be taken in two ½ day increments at the option of the teacher.

8.3.4.3 Any other creative ways developed by the teacher and Principal to aid the teacher(s) with student contacts greater than 240.

#### 8.4. Middle School Counselors

The Middle School student-to-counselor ratio will be maintained at 600.1-on a district wide basis. In the case of a fractional amount, the District will not need to employ another counselor until the next whole number is reached. This means, for example, that if application of the ratio yielded an FTE number between 5.01 and 5.99, the District would comply with the ratio of 5.0 Counselors.

#### 8.5. Elementary Class Size

The District shall maintain class size as follows:

8.5.1 TK-3 (and 3/4 combination classes) at no more than 28 students.

8.5.2 Grade 4-5 classes at no more than 30 students

8.5.3 Elementary Physical Education classes at no more than ~~36~~ 30 students.

8.5.4 Whenever it appears necessary to schedule a class(es) above these numbers, the site administrator shall request a review by the appropriate District administrator who shall make the determination as to whether to approve the overage. In the event the temporary assignment of a student causes a class to exceed the numbers above, a review of the situation is to be held within three (3) school days between the site administrator and the appropriate District administrator and appropriate action taken to relieve the situation.

8.5.4 If the numbers exceed those above, the unit member will complete a Staffing Ratio Option Request Form (Appendix D) to determine type of additional support. The unit member/Association, upon request, will be involved in any review on a consulting basis.

## **8.6 Special Education Classes and Programs**

8.6.1 Special Education classes and programs are to be staffed in accordance with State law and the following recommended program standards: (1) Special Day Classes (SDC) = 12 students for preschool, 12 students K-5, 15 students at middle school[RH3] ; (2) Resource Specialist Programs (RSP) caseload = 28; and (3) Designated Instruction Services Speech and Language (DIS-SLP) caseload = 55. Such staffing shall not be counted in the staffing ratios cited in 8.1. In the event that a designated instructional service (DIS-SLP) unit member is assigned an individual caseload in excess of 56 students, the unit member shall be provided relief in the same manner as described in Section 8.6.2. Special Education teachers will provide instruction and services as provided by law. Special Education teachers will also be available for consultation and other assistance to support classroom teachers.

8.6.2 Special Education teachers will be provided with up to 4 release days per year to complete legally required student documents. Release days must be scheduled in accordance with the Substitute Reservation System on a Tuesday, Wednesday, or Thursday. The teacher must remain on District property during the release day. This program will be evaluated annually.

## **8.7. Support of Special Education Students in the General Education Setting**

8.7.1 Prior to receiving student enrolled in a Special Day Class into a General Education Class, the unit member(s) (including the general education and special education teacher(s)) shall meet to review the student's IEP goals, present levels and academic/behavior needs-as well as to collaborate on implementation of the IEP in the General Education setting. The unit member(s) shall receive paid training necessary to

work with the student(s) including but not limited to how to modify instruction and curriculum and address behavioral needs of students.


8.7.2 If required by the student's IEP, an instructional aide shall be present in the general education classroom while the special day class student is in attendance. A substitute aide shall be provided in the absence of the regular aide.

8.7.3 Any special materials, supplies or equipment required by the special day class student's IEP shall be provided by the District.

8.7.4 Each school/site shall create a Special Education integration team, to include the general education teachers receiving special day class students, the appropriate special education staff working with the students, and the program specialist (if any). The planning team shall meet on a regular basis prior to each grading period) during the workday to create, implement and coordinate the successful integration of the students into the general education classroom.

8.7.5 Each Special Day Class student who is integrated into a general education classroom for at least one core curriculum subject shall count in the General Education teacher's student load maximums Core curriculum subjects for Elementary include ELA, Math and/or a combination Science/Social Studies block a minimum four (4) days per week).

8.7.6 Unit members shall not be required to perform health assistance or medical procedures on students unless specifically trained and certified for that purpose. Any such training shall be voluntary, shall be conducted during the regular work day, and at District expense. The District shall indemnify and hold harmless, in accordance applicable Government Code sections, any unit member who has been specifically trained and

  
certified as provided by the District to perform health care services and who performs such health care services.

8.7.7 For other than administrative placements, at least one (1) general education teacher at the school/site shall be included in the IEP meeting of the Special Day Class student prior to the placement of the student in a general education class. If possible, the general education teacher shall be that teacher who is projected to receive the Special Day Class student. Subsequently, the general education teacher shall be consulted prior to the scheduling of IEP meetings.

#### **8.8. Additional Staff**

It shall be the practice of the District to staff the schools on the following:

8.8.1 One-half (0.5) librarian/certificated person for each middle school library/media center. The effect of this allocation shall be that a full-time unit member assigned as a middle school librarian, in a seven (7) period day, shall serve as librarian for three (3) periods, be assigned to teach three (3) classes and have one (1) preparation period.

8.8.2 Two (2) nurses for the District.

8.8.3 One (1) psychologist for each fifteen hundred (1500) students

#### **8.9. Special Staffing Arrangements**

The District staffing ratio shall not limit individual schools from implementing special staffing arrangements, such as, low-enrollment classes, differentiated staffing large-group instruction or team teaching. Nor shall it limit individual schools from hiring specialists from their allotted number of teachers as long as other class-size requirements in this Article are not violated.

In developing special staffing arrangements, the site administrator is expected to seek



the advice and counsel of that faculty and approval of the appropriate District central office administrator(s). A faculty will, upon request, receive a Superintendents review of any special staffing arrangement that it opposes.

**8.10. Grade/Course Planning Meetings**

Each school site staff shall meet before June 1 to come to consensus about the grade level and/or course configuration of classes for the following school year. Any necessary changes occurring during the summer months shall be reviewed at the staff meeting scheduled on the day prior to the beginning of instruction the following school year.



San Mateo-Foster City School District (SMFCSD)

Counter Proposal to

San Mateo Elementary Teachers Association (SMETA)

June 11, 2019

**ARTICLE 12**

**SAFETY CONDITIONS OF EMPLOYMENT**

12.1. The District will make every reasonable effort to provide a safe and healthy environment for unit members. The District, SMETA, and unit members recognize their obligations and/or rights under Federal, state and local laws with respect to safety and health matters. A copy of these laws shall be posted at each site. Unit members may will report any hazard that may cause serious illness or injury to employees by completing the District Incident Report for Non-Students and submitting the form to their Principal and Human Resources Department. The Department such conditions. The District will acknowledge receipt of the report within five three (53) work days.

~~\_\_\_\_\_The District will investigate the reported condition and file a written response to the reporting unit member. The Department District will provide the member with a progress report within fifteen ten (15 40) work days of the receipt of the initial report.~~

~~12.1.1 The District will work in collaboration with other local agencies and consult established school activity guidelines regarding air quality conditions to make every decisions affecting effort to monitor the health of students and staff.~~

The District will make every reasonable effort to monitor employee and student exposure to unhealthy air by taking appropriate actions such as adjusting ventilation, cancelling



outdoor activities or cancelling school in extreme circumstances. The District will take appropriate actions such as adjusting ventilation, cancelling outdoor activities or cancelling school in extreme circumstances. and student exposure to unhealthy air by sealing classrooms from unhealthy outside air when the AQI is above 101. Classes shall be cancelled whenever the AQI is 151 or above.

12.1.2 The District will make every reasonable effort to provide a classroom environment that promotes student learning by maintaining a classroom temperature levels range of 68-76 degrees fahrenheit as recommended by OSHA. If a classroom falls below 60 degrees or over 80 degrees fahrenheit, the District must will work with the school to bring the temperature back to the acceptable range.

## 12.2 **Maintenance**

By October 1, the bargaining unit members will receive, in writing, the procedure that should be used at their work site to report maintenance problems. The procedure will include the process for reporting, checking on status of request, schedule of preventative maintenance van visits and the District Indoor Air Quality reporting procedures. The site administrator shall provide, upon written request of a bargaining unit member, any written documentation regarding air filter maintenance of the HVAC unit. Such documentation shall be provided no later than ten (10) workdays following receipt of the request. Upon receipt of the procedures and documentation, the site representative will send them to the Association office.



### 12.3 **Work Space**

Each unit member is entitled to an appropriate workspace. Each unit member who travels from site to site shall be assigned a workspace. The workspace must have the facilities and space appropriate to the function and requirements of the position. The site administrator shall have the primary responsibility for providing these facilities and for working with unit members to resolve issues related to workspace. A unit member who is not able to resolve workspace issues in a satisfactory manner with the site administrator has the right to meet with the Assistant Superintendent for Human Resources to resolve workspace issues.

### 12.4 **Student Discipline Policies**

12.4.1 The staff at each worksite shall discuss the student discipline policy in a late spring staff meeting held no later than May 30. The staff at each worksite shall also discuss the student discipline policy again at the first or second staff meeting in the fall.

12.4.2 The school site administration shall publish and distribute a copy of the site's student discipline policy to the staff.

12.4.3 At the beginning of each work year, the District shall publish and distribute to all staff a copy of "Responsibilities and Rights" or similar document describing the District's student discipline policies.

12.4.4 The employer shall notify unit members, in accordance with Education Code §49079, of any pupil who has engaged in or is reasonably suspected to have engaged in any of the suspendable or expellable acts.

#### **12.4.5 Disruptive Actions by Students**





Unit members may send to the appropriate administrator those students whose actions are disruptive to his/her classroom instructional program. Should the student refuse to comply, the administrator shall be so notified and appropriate action shall be taken to remove the student from the immediate environment.

A student who acts in such a way that the unit member believes that learning cannot take place in his/her classroom will be removed from the classroom upon the unit member's recommendation.

12.4.5.1 A unit member may suspend a student from his/her classroom for the day of the occurrence and the following day. He/She will report the suspension to the principal and send the student to the principal or administrator designee for appropriate action. As per Education Code Section \_\_\_\_\_, the student may not be placed in another classroom.

#### 12.4.6 Student Suspension

12.4.6.1 A teacher may suspend any student from the teacher's class for any of the acts enumerated in Education Code Section 48900 and 48910 for the day of the suspension and the day following. The teacher shall report the suspension to the responsible administrator for appropriate action. As soon as possible, the student's parent/guardian will be asked to attend a conference with the teacher and an administrator regarding the suspension. The student shall not be returned to the class from which the student was suspended, during the period of the suspension, without the concurrence of the class' teacher and the administrator.

12.4.6.2 The district administration shall inform unit members of any student who has caused or attempted to cause injury to another person, based on any written records that the District maintains or receives from a law enforcement agency or another district



regarding a student described in Education Code Section 49079. Any information received by a unit member pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

12.4.76 Assault, ~~Battery Attack~~ Harassment or Threat Against a Unit Member by Students

Unit members will immediately report cases of verbal/non-verbal threats of violence and/or physical assault and/or harassment suffered by them in connection with their employment. This report will be submitted to their immediate supervisor who will immediately report the incident to the police or other appropriate authority.

12.4.76.1 The administrator will provide the Superintendent and unit member with written notice of the ~~reported assault, harassment or threat of violence.~~ fact. The superintendent will transmit ~~the such~~ report to the Board. The Board and the superintendent will comply with any request from the unit member for information in their possession related to the incident and persons involved, and will otherwise cooperate with the unit member in the event of a civil or criminal proceeding.

12.4.76.2 Unit members will not forfeit any sick leave or personal leave when absence arises out of or from an assault or injury while acting in the discharge of their duties.

12.4.76.2.1 A unit member who is the victim of an assault, ~~battery, harassment attack~~ or threat of ~~verbal or~~ physical violence during the work day and who so requests, shall be immediately granted the remainder of the day of the assault, ~~battery,~~



harassment attack or threat of physical violence released from duty. These release days shall not be charged against any of the unit member's accrued or accumulated leave.

12.4.76.4 Students involved in a physical assault, battery, harassment attack or verbal/non-verbal threat of physical violence, against a unit member, shall not be returned to the unit member's class(es) until a meeting between the unit member and an administrator is held, and the consequences for the student(s) for the misconduct have been determined.

12.4.76.5 The District shall reimburse a unit member for damage or theft of personal property when said damage or theft results from attack, assault, battery or physical threat of violence occurring during the work day, robbery or vandalism when said damage or theft occurs in the line of duty, including pupil supervision, without fault of the unit member. Damage or theft of property under these circumstances in the line of duty does not include damage to or theft of automobiles used solely for commute purposes. The damage or theft of personal property shall be documented by the unit member and reimbursement shall not exceed \$300.00.

## **12.5 Student Health Care**

Student health care and administration of medications to students shall be coordinated by the District Nurse in accordance with applicable state law. Unit members shall not be required to administer medication to students. Volunteers, with annual written mutual consent, may administer medications to students and will be provided appropriate annual training. District nurses, whose job duties and responsibilities require such services, shall receive appropriate training prior to delivering services.



San Mateo-Foster City School District (SMFCSD)

Proposal to

San Mateo Elementary Teachers Association (SMETA)

June 11, 2019

**ARTICLE 19**

**TERM**

19.1.1 This agreement shall remain in full force and effect from July 1, ~~2019~~ 2016 through June 30, ~~2022~~ 2019.

19.1.2 ~~R~~Reopeners for ~~2020-2021~~ 2018-2019 will be limited to one article for each party excluding salary and benefits.

19.1.3 Reopeners for 2021-2022 will be limited to salary and benefits and one additional article for each party.

~~shall be limited to salary and benefits and one additional Article for each party.~~

19.1.4~~3~~ The parties agree to commence negotiations no later than March 1, 2019~~2022~~, for the successor agreement. ~~Earlier N~~negotiations may proceed on another date during 2021-2022 with mutual agreement.

